

CLEVELAND2016



H O S T C O M M I T T E E

REQUEST FOR PROPOSAL

Temporary Welcome Signage Fabrication,
Installation and Removal

2016 REPUBLICAN NATIONAL CONVENTION

Issued: Monday, March 14, 2016

Deadline for Questions: Monday, March 21, 2016, 9:00AM (EST)

Deadline for Proposals: Monday, March 28, 2016, 9:00AM (EST)

Selected Company Notified: On or before Monday, April 11, 2016, 9:00AM (EST)

Hannah Belsito

Vice President of Destination Development and Community Affairs

Destination Cleveland

334 Euclid Avenue

Cleveland, OH 44114

beautification@2016cle.com

Background

The 2016 Republican National Convention (the "Convention") is a weeklong event that will take place in Cleveland, Ohio from July 18-21, 2016. The event will bring 50,000+ visitors and 13,000-15,000 credentialed media to the City. The Cleveland 2016 Host Committee Inc. (the "Host Committee"), a 501(c)(3) nonprofit organization, is charged with helping to prepare Cleveland to host the Convention. One of the areas of preparation is beautification of the City. Specifically, the Host Committee plans to fabricate, install and remove street pole banners, building banners and storefronts enhancements such as mesh wraps, vinyl graphics and/or other solutions. We are seeking a company that can fabricate, install and remove temporary welcome signage after being provided artwork from the Host Committee.

Street Pole Banner Locations (brackets will be provided by University Circle, Inc.)

- **Cleveland's University Circle Neighborhood**
 - Portions of Euclid Avenue
 - See attached map
 - Portions of Chester Avenue
 - See attached map
 - Portions East Boulevard
 - See attached map

Potential Building Banner Location

- 101 W. St. Clair Avenue (south façade)
- 668 Euclid Avenue (east or west façade)
- 158 Euclid Avenue (north façade)
- 200 Public Square (Euclid Avenue parking garage)
- 1375 E. 9th (north façade)
- 925 Euclid (south or west façade)

Storefronts (vinyl window graphics, mesh wraps & other solutions)

- 1001-1021, 1101 Euclid (mesh images in empty building windows)
- 105-109 Prospect Avenue East (mesh wrap or other solution on portion of southeastern storefront)
- 202-306 Prospect Avenue (mesh wrap or other solution on storefronts)
- 1118-1148 Euclid (vinyl graphics on storefront windows)

This request for proposals is seeking proposals from qualified fabrication companies to fabricate, install and remove street pole banners, building banners, mesh wraps and/or other solutions.

Applicants will also find attached to this RFP the specifications for bids for services to be used for this beautification project. Evaluation criteria will include: relevant experience, quality of products and services and competitive cost.

Organizational Overview

The Host Committee is a 501(c)(3) Ohio nonprofit corporation that does not participate in any political campaign or activity. It is responsible for hosting and funding the 2016 Republican National Convention in Cleveland. Its mission is to promote Northeast Ohio and to lessen the burden of local governments in hosting the Convention. The Host Committee is comprised of prominent business executives, civic leaders and other influential leaders from across Cleveland, the state of Ohio and the nation who are dedicated to ensuring the Convention's success. To learn more, visit www.2016cle.com.

Scope of Services

Note: Respondents must address all parts of this RFP—fabrication and installation.

Street Pole Banner Specifications

- Banners must be constructed of a high quality, flame retardant awning fabric or heavy gauge vinyl;
- On Euclid Avenue, maximum dimensions shall be 30" in width and 96" in height out-to-out, when measured flat, after fabrication **(95 total)**;
- For all other locations, maximum dimensions shall be 31" in width and 98 ½" in height out-to-out, when measured flat, after fabrication **(28 total)**;
- Banners must be printed on both sides; and
- Space must be left at the top and bottom for seams and grommets.

Buildings

- 101 W. St. Clair Avenue (south façade)



- 668 Euclid Avenue (east or west façade)



- 180 Euclid Avenue (south façade)



- 200 Public Square (Euclid Avenue Parking Garage)



- 1375 E. 9th (north façade)



- 925 Euclid (south or west façade)



Storefronts (mesh wraps, vinyl graphics or other solutions)

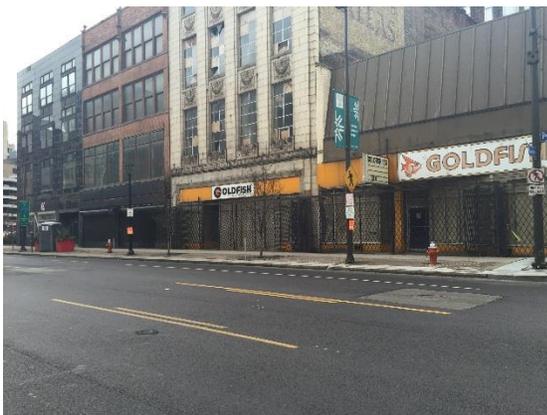
- 1001-1021, 1101 Euclid (mesh images in empty building windows)



- 105-109 Prospect Avenue East (portion of southern storefront)



- 202-306 Prospect Avenue (north storefront)



- 1118-1148 Euclid (vinyl graphics on storefront windows)



REQUEST FOR PROPOSAL

A. Proposal Requirements

All proposals shall comply with the requirements set forth in Appendix A, attached hereto.

B. Disclosure Requirements

Respondents shall disclose any pending, contemplated or ongoing administrative or judicial proceedings material to the Respondent's business or finances. This includes, but is not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency issued to the Respondent or to any subcontractor the Respondent plans to use for the services described in this RFP.

C. Mandatory Submission Requirements

The Respondent must send their proposal electronically in addition to submitting five (5) copies and one (1) original to the address identified on the cover page of this RFP in order to be eligible for award of the posted opportunity. Proposals **must be received** at the office prior to the deadline. Proposals will not be considered unless you have submitted your proposal via e-mail to **beautification@2016cle.com** with "**Welcome Signage: RFP Submission (INSERT COMPANY NAME)**" in the subject line. The disclosure forms as well as a proposal or any other response document required should be included in the Respondent's proposal.

D. Evaluation of Proposals

Proposals will be evaluated by the Host Committee staff, Host Committee supporting staff and attorneys at Kohrman Jackson Krantz LLP, official legal counsel of the Host Committee. Proposals will be analyzed based on the following:

- **Cost** (cost-effectiveness, cost-efficiency, proposed savings, expense reduction, price, fee caps and other cost control measures);

- **Experience** (specialized experience, documented prior experience in handling project(s) of similar size and scope, demonstrated ability to meet deadlines);
- **Proposed plan of action/strategy/solution for project(s)** (utilization of most efficient methodology, innovativeness of solution, utilization of best practices, ability to meet project deadlines under proposed solution/project plan, staffing model);
- **Consultant/vendor capacity**
- **Staffing qualifications** (e.g. staff prior experience, education, licenses, professional achievements) (technical, administrative, financial capacity, specific licensure requirements for organizations/businesses);
- **Expressed willingness to comply with Host Committee standards for contracting** (e.g. indemnification, nondiscrimination);
- **Consultant/vendor profile** (for-profit v. non-profit status [if relevant], business integrity and reputation in industry relevant to consultant/vendor or area of work);
- **Superior prior experience**, as confirmed by references;
- **Superior skill and reputation**, including timelines and demonstrable results, as confirmed by references; and
- **Meets qualification requirements** as set forth in the RFP.

E. Host Committee Employee Conflict Provision

No proposal shall be from, or contract awarded to, any Host Committee employee or member who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest.

F. Proposal Binding

By signing and submitting its bid, each Respondent agrees that the content of its bid is available for establishment of final contractual obligations for a minimum of 180 calendar days from the application deadline for this bid. Order specifications may be changed after bids are awarded. A Respondent's refusal to enter into a contract which reflects the terms and conditions of this notice of contract opportunity, the Host Committee or Respondent's proposal may, in the Host Committee's sole discretion, result in rejection of Respondent's proposal or termination of any negotiations with the Respondent.

Administrative Information and Requirements
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a. RFP Schedule and Requirements

The RFP schedule and detailed submission requirements are set forth in Appendix A, attached hereto.

b. Questions Relating to the RFP

All questions must be submitted in writing via e-mail to **Hannah Belsito** at **beautification@2016cle.com** with the Subject "**Welcome Signage RFP Question**" **no later than Monday, March 21, 2016 before 9:00AM (EST)**. The Host Committee will provide written responses to the questions **no later than Friday, March 25, 2016 before 9:00AM (EST)**. These questions and responses will be posted online at www.2016cle.com/rfp. Oral responses by any Host Committee employee or agent of the Host Committee are not binding and shall not in any way be considered as a commitment by the Host Committee.

c. Revisions to Bid Specifications

The Host Committee reserves the right to change, modify or revise this RFP at any time. Any revisions prior to award will be posted at www.2016cle.com/rfp. It is the respondent's responsibility to check the www.2016cle.com/rfp website frequently to determine whether additional information has been released.

d. Contract Term

The contract resulting from this RFP will commence as of the date of execution of the contract and will terminate **no later than August 31, 2016**.

e. Compensation

The Host Committee will pay the consultant/vendor based on the arrangement agreed upon. The Respondent will invoice the Host Committee, terms to be agreed upon at the time of contract execution.

RESERVATION OF RIGHTS AND CONFIDENTIALITY
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By applying for a notice of contract opportunity, the Respondent understands and agrees to this reservation of rights.

I. Host Committee's Reservation of Rights in Connection with the Notice of Contract Opportunity Process

The Host Committee reserves and may exercise any one or more of the following rights and options with respect to its notice of contract opportunity process:

1. To reject any and all proposals and to reissue a notice of contract opportunity at any time prior to execution of final contract;
2. To issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in a previous notice of contract opportunity;
3. To issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in a previous notice of contract opportunity in order to obtain additional proposals;

4. To extend a notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline; or
5. To cancel a notice of contract opportunity with or without issuing another notice of contract opportunity.

II. Proposal Selection Process and Host Committee's Reservation of Rights in Connection with Selection for Proposal(s) for Review

The Host Committee reserves and may exercise any one or more of the following rights and options with respect to its selection process:

1. To reject any proposal if, in the Host Committee's sole discretion the proposal is incomplete, the proposal is not responsive to the requirements of a notice of contract opportunity or it is otherwise in the best interest of the Host Committee to reject the proposal;
2. To supplement, amend, substitute or otherwise modify a notice of contract opportunity at any time prior to award of one or more Respondents for negotiation;
3. To reject the proposal of any Respondent that, in the Host Committee's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Host Committee, is financially, or technically incapable or is otherwise not a responsible Respondent;
4. To reject as informal or nonresponsive, any proposal which, in the Host Committee's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from the notice of contract opportunity or contains erasures, ambiguities, alterations or items of work not called for by the notice of contract opportunity;
5. To waive any informality, defect, non-responsiveness and/or deviation from the notice of contract opportunity that is not, in the Host Committee's sole judgment, material to the proposal;
6. To permit or reject, at the Host Committee's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information, alterations and/or corrections to proposals by some or all of the Respondents following proposal submission and before contract award and/or contract execution.
7. The Host Committee further reserves the right to conduct on-site investigation of Respondents' facilities or of those facilities where the Respondent performs its services. Proposals will be evaluated, in part, according to whether the Respondent meets the minimum qualifications and submits a proposal complying with all of the requirements of the notice of contract opportunity.
8. The Host Committee reserves the right to enter into negotiations with any or all Respondents regarding price, scope of services, or any other term of

their proposals and such other contractual terms as the Host Committee may require, at any time prior to the execution of a final contract.

9. The Host Committee may, at its sole election, enter into simultaneous, competitive negotiations with multiple Respondents or negotiate with individual Respondents either together or in a sequence. Negotiations with Respondent(s) may result in the expansion or reduction of the scope of services, or changes in other terms and the submitted proposals. In such event, the Host Committee shall not be obligated to inform other Respondents of the changes, or to permit them to revise their proposals in light thereof unless the Host Committee, in its sole discretion determines that doing so is in the Host Committee's best interest. The Host Committee may accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the Host Committee's best interest.
10. In the event negotiations with any Respondent(s) are not satisfactory to the Host Committee, the Host Committee reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to reissue the notice of contract opportunity in order to solicit new Respondents. The Host Committee reserves the right not to enter into any contract with any Respondent, with or without the re-issuance of a notice of contract opportunity, if the Host Committee determines that such is in the Host Committee's best interest.

III. Confidentiality and Non-Disclosure

The Host Committee requires all suppliers responding to this RFP to sign and return the non-disclosure agreement (NDA) attached hereto in Appendix C.

By submission of a proposal, Respondents acknowledge and agree that the Host Committee's legal obligations shall not be limited or expanded in any way by a Respondent's assertion of confidentiality and/or proprietary data.

Administrative Information

Section 1: Administrative Information

The Host Committee is issuing this request for proposal ("RFP") for the fabrication and installation of street pole banners, building banners, mesh wraps and/or vinyl graphics for storefronts and/or other solutions for the 2016 Republican National Convention. This section provides the RFP administrative information, submission requirements and guidelines for suppliers.

1.1 RFP Schedule

The following table lists the activities relevant to the RFP process. The Host Committee reserves the right to change these dates and will notify suppliers in such a case.

Table 1.1 RFP Schedule

Activity	Time	Date
RFP Released	9:00AM	Monday, March 14, 2016
Notice of Intent to Bid Due	9:00AM	Monday, March 21, 2016
RFP Questions Deadline	9:00AM	Monday, March 21, 2016
RFP Questions and Answers Posted Online	9:00AM	Friday, March 25, 2016
Proposals Due	9:00AM	Monday, March 28, 2016
Selected Company(ies) Notified	9:00AM	On or before Monday, April 11, 2016
Contract Negotiations Complete	9:00AM	Friday, April 22, 2016

Note: Interviews and specifications meetings may be required as part of the review and selection process. Only a portion of the respondents may be asked to participate in an interview.

1.2 Contact Information

Please use the following name and address for all correspondence with the Host Committee concerning this RFP. Suppliers who solicit information about this RFP either directly or indirectly from other sources will be disqualified.

All correspondence should be directed to:

Hannah Belsito

Vice President of Destination Development and Community Affairs
 Destination Cleveland
 334 Euclid Avenue

Cleveland, OH 44114
beautification@2016cle.com

1.3 Intent to Bid

Supplier must sign and return the Intent to Bid to the address specified in Section 1.2 no later than **9:00AM (EST)** on the **Monday, March 21, 2016** identified in the RFP schedule. The notice of intent to bid is part of this RFP package.

Submission of this notice constitutes the supplier's acceptance of the RFP schedule, procedures, evaluation criteria, and other administrative instructions of this RFP. Suppliers who do not return this notice will be disqualified from further participation in this RFP.

1.4 Submission of Proposals

Proposals are due **Monday, March 28, 2016 prior to 9:00AM**. Bids must be sealed and not delivered in open packages or binders. Additional proposal materials such as books, CDs and other materials should be packaged separately but should be received with proposals. Proposals should be marked as follows and sent to:

Hannah Belsito

Vice President of Destination Development and Community Affairs
Destination Cleveland
334 Euclid Avenue
Cleveland, OH 44114
beautification@2016cle.com

1.5 Questions

The deadline for submission of questions is **Monday, March 21, 2016**. Submit questions in writing by e-mail to beautification@2016cle.com. *Questions asked via telephone will not be accepted or considered*. Suppliers should refer to the specific RFP paragraph number and page and should quote the passage being questioned. The Host Committee will respond to questions and provide answers by uploading all questions and answers into a document that can be viewed at www.2016cle.com/rfp on **Friday, March 25, 2016**. In doing so, the Host Committee will delete the name of the supplier from the text of questions and answers.

1.6 Nondisclosure Agreement

The Host Committee requires all suppliers responding to this RFP to sign and return a non-disclosure agreement (NDA). Suppliers may not disclose this RFP to any person not directly involved in the proposal effort and may not disclose this RFP to any other supplier or company without permission from

Host Committee. Each Respondent is required to sign the NDA attached hereto in Appendix C and to include such executed forms in its proposal

1.7 No Press Releases

The winning supplier may not issue a press release unless it has been reviewed and approved by Host Committee.

1.8 Oral Presentations

Suppliers that meet all of the qualifications may be required to give an oral presentation of their proposal to the RFP team and Host Committee staff. This presentation should concentrate on the business aspects of the proposal and should not be a technical review of the solution. Appropriate visual and written materials are expected, but the format is left to the discretion of the supplier. Suppliers may not have more than two people attend the presentation. Presentations may not exceed one (1) hour. Appropriate handouts should be prepared and distributed. There will be no more than six Host Committee and five Host Committee supporting staff at the presentation.

1.9 Demonstrations

The Host Committee may require a product demonstration for suppliers that meet all or most of the qualifications. The demonstration must use the same products being requested (e.g. sample street pole banner).

1.10 Award Notification

The Host Committee expects to make a final decision **on or before Monday, April 11, 2016 at 9:00AM**. Suppliers who are not finalists will be notified in writing via e-mail at the same time as selected companies are notified.

After a final selection is made, the winning supplier(s) will be invited to negotiate a contract with the Host Committee.

1.11 Ownership of Materials

All materials submitted in response to this RFP become the property of the Host Committee. Proposals and supporting materials will not be returned to suppliers.

1.12 Rejection of Proposals

The Host Committee reserves the right to reject any or all proposals. One copy of each proposal will be kept on file for three (3) months; all other copies will be destroyed, along with any collateral materials sent with the proposal.

1.13 Proposal Costs

The Host Committee is not responsible for any costs incurred by the supplier in the preparation of the proposal, the site visit (if any) or demonstration.

1.14 Errors in Proposal

The Host Committee is not liable for errors in supplier proposals. A supplier may correct an error in his or her proposal with Host Committee approval via e-mail. Changes after the submission date may be made only to correct an error in an existing part of a proposal. New material may not be submitted. No oral, telephone or faxed modifications or corrections will be accepted.

1.15 Evaluation Criteria

The Host Committee is interested in obtaining a complete solution to the requirements contained in this RFP. Proposals that meet the proposal instructions and requirements will be given a thorough and objective review. Proposals that are late, do not comply with proposal instructions or take exceptions to mandatory requirements will be eliminated without further consideration.

The Host Committee will evaluate proposals using a number of factors as outlined in the next paragraphs. A more complete description of the evaluation criteria can be found in the Request for Proposal document, under the Request for Proposal heading, Section D. Evaluation of proposals.

1.16 Technical Solution

Primary consideration will be given to meeting the mandatory functional requirements as listed in this RFP. Proposals will be evaluated according to the following criteria:

- a. Fulfillment of the requirements as stated in this RFP.
- b. Understanding of the work to be performed.
- c. Technical approach and methodology to accomplish the work.
- d. Completeness and competence in addressing the scope of work.

1.17 Project Management

The Host Committee believes that effective project management is essential for successful project implementation. Suppliers will be evaluated on the completeness and responsiveness of their project management plans and the project team assigned.

As part of the project management plan, suppliers must demonstrate adequate experience in executing similar projects. The Host Committee's confidence in the supplier's ability to meet deadlines and successfully manage similar projects will be a primary consideration.

Special consideration will be given to suppliers who propose a detailed project plan with sufficient breakdown of tasks and steps to demonstrate a complete understanding of the project.

1.18 Pricing

The Host Committee will consider pricing as part of the evaluation criteria. It is not essential to bid the lowest price to win; however, large pricing differentials among suppliers will be carefully examined. Price will be used as a final indicator for determining the winner when all other criteria are equal.

1.19 References and Demonstrations

Supplier references, site visits (if necessary) and the production of a prototype will be evaluation factors. Suppliers may not refuse to provide references or provide a prototype.

1.20 Proposal Format

Suppliers are requested to adhere to the following proposal format, which provides a section layout for the proposal and pricing section.

Volume 1: Technical Proposal

Transmittal Letter (see details below)

Section 1 Executive Summary

Section 2 Company or Agency Profile

Section 3 Related Experience and References

Section 4 Proposed Scope of Work (including Technical and Management Sections)

Appendix A Supplemental and Collateral Material

Appendix B Supplier Information (please provide the information set forth in Appendix B attached hereto)

Appendix C Signed Confidentiality and Non-Disclosure Agreement

Volume 2: Price Proposal

Volume 2 must be submitted in Microsoft Excel format and bound separately from Volume 1.

Transmittal Letter. A transmittal letter must accompany all proposals. A corporate officer or person who is authorized to represent your company must sign this letter. The letter of transmittal must meet the following requirements:

1. Identify the submitting organization.
2. Identify the name and title of the person authorized by the organization to obligate the organization contractually.
3. Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the names, titles, and telephone numbers of persons to be contacted for clarification.
5. Explicitly indicate acceptance of the requirements in this RFP.
6. Bear the signature of the person authorized to obligate the organization contractually.

1.21 Submission of Proposals

Proposals must be typed and mailed to the address in Section 1.4. The Host Committee will not accept any faxed proposals or oral submissions.

Please refer to the RFP schedule for the due date and location.

1.22 Alternative Proposals

The Host Committee will not accept any alternative proposals in response to this RFP. The Host Committee has taken great care to ensure that requirements are functionally stated and expects suppliers to respond to those requirements with standard products.

1.23 Late Submission

Proposals submitted after the closing date will not be accepted. The Host Committee is not responsible for late delivery or proposals that fail to be delivered.

Please refer to the RFP schedule for the due date.

1.24 Number of Proposals

Suppliers shall provide five copies of each volume. Each volume must be clearly marked and packaged separately. Only one copy of any collateral materials need be submitted if there is additional material.

1.25 Confidential or Proprietary Information

The Host Committee has no obligation to share proposal material with any other party and will respect any documents or materials that suppliers have clearly marked "Confidential" or "Proprietary." However, only those pages that contain proprietary information should be so designated, not the complete proposal. The Host Committee is not obligated to maintain the confidentiality of any information that was known prior to receipt of the proposal, or becomes publicly known through no fault of the Host Committee, or is received without obligation of confidentiality from a third party.

1.26 RFP Amendments

The Host Committee reserves the right to amend this RFP at any time prior to the closing date. No other amendments, verbal or otherwise, will be acknowledged by the Host Committee.

1.27 Primary Supplier

The Host Committee expects to negotiate and contract with one "prime supplier." The Host Committee will not accept any proposals that reflect an equal teaming arrangement or from suppliers who are cobidding on this RFP. The prime supplier will be responsible for the management of all subcontractors, if any. The Host Committee will not accept any invoices from subcontractors or become part of any negotiations between a prime supplier and a subcontractor.

1.28 Complete Solutions

The Host Committee will accept only solutions from a prime supplier for printing and installation of building banners and printing and installation of mesh wraps for storefronts.

1.29 Offer Expiration Date

Proposals in response to this RFP will be valid for 120 days from the proposal due date. The Host Committee reserves the right to ask for an extension of time if needed.

1.30 Post-Award Debriefing

The Host Committee will, upon request, offer to debrief suppliers who were disqualified or did not win the contract. This request for debriefing will be accommodated only after the final contract has been awarded. Suppliers will be debriefed via e-mail.

Supplier Information

Qualifications and Experience

Please provide the following information within Volume 1, Appendix B of your proposal:

Company Information

1. Full legal company name.
2. Year business started.
3. State of incorporation or headquarters.
4. Are you a United States corporation?
5. Tax identification number.
6. Brief company history.
7. Does another company own you? If so, provide the corporate structure.
8. Do you own other companies? If so, provide the corporate structure.
9. Location of company headquarters.
10. Current number of people employed.
11. Current number of sales locations.
12. Current number of service locations.
13. Are you a public or private company?
14. Stock symbol, if publicly traded.
15. Is your company currently involved in any litigation in which an adverse decision might result in a material change in the company's financial positions or future viability?

Current Customer Base and User Groups

16. Total number of customers using products being proposed for in this RFP.

Business and Market Focus

17. What is your business focus?
18. What percentage of your revenue comes from this focus versus other products or services?
19. Describe the process you have established for your customers to influence product development.

Supplier References and Site Visit Information

Please provide a list of three customers where the supplier has fulfilled a similar order (i.e. size, application and scope of projects described herein).

We may contact the companies and ask them about your technical capabilities, project management skills and ongoing support.

Appendix B

To warrant consideration for this contract, suppliers and major subcontractor(s) must provide references and successfully pass reference checks. A subcontractor shall be considered a major subcontractor if it has at least 25 percent participation in the contract measured by dollar amount.

Unless otherwise prohibited by agreement, reference information must be given in the format listed below.

1. Customer/account name.
2. Street address.
3. City/state/zip code.
4. Contact name/title.
5. Contact telephone number.
6. Contact e-mail address.
7. Summary of project.
8. Project specifications (i.e. types of apparel requested, design process).
9. Approximate cost.

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Nondisclosure Agreement ("**Agreement**") is made this ____ day of _____, 2016, by and between the CLEVELAND 2016 HOST COMMITTEE INC., a nonprofit corporation organized under the laws of the state of Ohio with its principal office located at 1375 East Ninth Street, 29th floor, Cleveland, Ohio 44114 (the "**Host Committee**") and _____, a(n) _____ with its principal office located at _____ ("**Receiving Party**"). Host Committee and Receiving Party are hereinafter together referred to as the "**Parties**" and singularly referred to as a "**Party**."

WHEREAS, Host Committee wishes to engage the services of Receiving Party to assist Host Committee in certain activities relating to the 2016 Republican National Convention ("**Convention**");

WHEREAS, in providing such services, Receiving Party may have access to certain Confidential Information (as defined below); and

WHEREAS, the Parties desire to define the obligations with regard to such Confidential Information that may be disclosed by Host Committee to Receiving Party.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. In connection with providing services related to putting on the Convention, Receiving Party will receive or otherwise have access to Confidential Information of the Host Committee and/or third parties with whom Host Committee may have entered into binding agreements. Receiving Party agrees on its own behalf and on behalf of its affiliates and its and their respective employees, officers, directors, representatives, joint venture partners, contractors, consultants and agents (collectively, "**Representatives**") to use and disclose such Confidential Information only in accordance with this Agreement.

2. For purposes of this Agreement, "**Confidential Information**" means any and all nonpublic confidential, proprietary or trade secret information of Host Committee and/or the third parties with whom Host Committee may have entered into contracts, including but not limited to any and all documents, agreements, financial statements, projections and budgets, current and potential sources of funding, accounting, business plans and strategies, operations, market studies, concepts, ideas, and information that have been or may hereafter be provided or shown to Receiving Party by Host Committee or by Representatives of Host Committee or that is otherwise obtained from review of Host Committee documents or property or from discussions with Receiving Party or its Representatives by Host Committee or its Representatives, and also includes all notes, analyses, compilations, studies, summaries and other material prepared by Receiving Party or its Representatives that contain or are based

Appendix C

upon, in whole or in part, any such information. Notwithstanding the foregoing, Confidential Information shall be protected as such, pursuant to the provisions of this Agreement, until such information becomes publicly known or is made generally available, unless such information becomes publicly known or is made generally available as a result of a violation of this Agreement. In that case, such information shall continue to be treated as Confidential Information. Confidential Information disclosed under this Agreement shall not be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in the possession of Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in Receiving Party's possession. In the event that any of the Confidential Information disclosed to Receiving Party by Host Committee falls within any of the exceptions set forth in this Section, Receiving Party agrees to identify and furnish said reasonable proof concerning the said information in writing and to point out and to reasonably prove to Host Committee the exception covering such information to Host Committee's satisfaction before the disclosure of said information to any person or persons outside Receiving Party.

3. Upon receipt of any Confidential Information, Receiving Party shall:

(a) disclose such Confidential Information only to those of its Representatives requiring access to or knowledge of the Confidential Information, solely for the limited purpose stated herein, and not disclose such Confidential Information to any other person except with the prior written consent of the Host Committee;

(b) advise each of its Representatives who receive any Confidential Information of the existence and terms of this Agreement and of the obligations of confidentiality and non-disclosure herein, cause its Representatives to comply with this Agreement as if they were parties hereto, and be responsible for any breach of this Agreement by its Representatives;

(c) use reasonable care to protect the Confidential Information from unauthorized disclosure;

(d) use the Confidential Information only for the limited purpose stated herein, and not to the detriment of the Host Committee; and

(e) not disclose the fact that the Confidential Information has been made available to it or that it has inspected any part of the Confidential Information, that discussions or negotiations are taking place with the Host Committee concerning a potential business transaction, or any of the terms, conditions or other facts with respect to the potential business transaction, including the status thereof.

Appendix C

4. Receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or governmental agency or as otherwise required by law, provided that Receiving Party discloses only that portion of the Confidential Information that is specifically required by the order or by law, and further provided that Receiving Party provides the Host Committee with: (i) reasonable written notice of such order; and (ii) reasonable opportunity to oppose such disclosure or obtain a protective order or similar relief. Receiving Party agrees to cooperate with the Host Committee in seeking any such protective order or similar relief.

5. Neither this Agreement nor any disclosure or receipt of Confidential Information shall constitute or imply any promise, intention or commitment by either Party to enter into a business transaction with the other Party or to make any purchases of a Party's products or services. The Parties expressly reserve the right, without giving reasons therefor, to terminate discussions with the other Party, to reject any and all proposals, and to negotiate with any person, with respect to a possible transaction or series of transactions. Nothing in this Agreement obligates the Host Committee to disclose any Confidential Information.

6. The disclosure of any Confidential Information by the Host Committee under the terms of this Agreement does not constitute a representation, warranty, assurance, guarantee or inducement by the Host Committee to Receiving Party with respect to the accuracy or completeness of the Confidential Information.

7. All Confidential Information, in whatever form, disclosed under the terms of this Agreement shall remain the exclusive property of the Host Committee. Nothing contained in this Agreement shall be construed as granting or conferring to Receiving Party or any of its Representatives any rights by license or otherwise in any Confidential Information.

8. Confidential Information furnished in written, pictorial, electronic and/or other tangible form shall not be duplicated by Receiving Party or its Representatives except as necessary for the limited purpose described in this Agreement. At any time upon demand by the Host Committee, Receiving Party shall, and shall cause its Representatives to, immediately return (or, at the option of the Host Committee, destroy) all tangible or electronic Confidential Information disclosed to Receiving Party or any of its Representatives under this Agreement, along with all copies, extracts and reproductions of such information and all notes, analyses, compilations, studies, specifications, designs, plans, enhancements, data, prototypes, derivative works and all other works prepared by Receiving Party or any of its Representatives that are derived from or based on any of the Confidential Information.

9. The Parties acknowledge that monetary damages may not be an adequate remedy for any breach of any of the provisions of this Agreement and the harmed Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief with respect to any threatened or actual breach of this Agreement, in addition to any other remedies available at law or equity. In the event of any action for breach of this Agreement by a Party or its Representatives, the prevailing

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Party shall be entitled to reasonable attorneys' fees, costs and expenses incurred in such action.

10. This Agreement may be terminated by mutual agreement of the Parties. However, all obligations of Receiving Party with respect to any Confidential Information received from the Host Committee under the terms of this Agreement shall survive any such termination.

11. This Agreement and all disputes arising under this Agreement shall be governed, construed, and decided in accordance with the laws of the State of Ohio. The parties further agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any arising out of or related to this Agreement, or the relationship created or evidenced thereby, shall be brought exclusively in the Cuyahoga County Court of Common Pleas or in the United States District Court for the Northern District of Ohio.

12. This Agreement contains and constitutes the entire agreement of the Parties with respect to the subject matter it covers and supersedes all prior or other negotiations, representations, and agreements between the parties and their representatives.

13. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. The parties agree that an electronic signature shall have the same force and effect as an original signature.

[SIGNATURE PAGE FOLLOWS]

Appendix C

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be signed in its name by its duly authorized officer as of the date set forth above.

CLEVELAND 2016 HOST COMMITTEE INC.

By: _____

Name: _____

Title: _____

RECEIVING PARTY

By: _____

Name: _____

Title: _____

Notice of Intent to Bid

Intent to Bid

RFP Title _____

Suppliers must complete and return this form **by 9:00 A.M. on Monday, April 4, 2016**. Suppliers who do not return this form will be disqualified from further participation.

The undersigned authorized person has read all RFP instructions and requirements and will submit a proposal in compliance with those instructions. Return this form to the name and address listed in the administrative section.

Will you be responding to this RFP? (circle one) Yes No

Company Name: _____

Primary Point of Contact

Name: _____

Title: _____

Address: _____

Telephone: _____

Mobile: _____

E-mail: _____

Website: _____

Names of Additional Personnel, if any:

Personnel #1 _____

Personnel #2 _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____